1 2 3 4 5 6 7 IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON 8 NICOLA MEASE, 9 NO. 3:24-cy-05257 Plaintiff, 10 COMPLAINT FOR VIOLATIONS OF 15 U.S.C. § 1692 ET SEQ. AND RCW VS. 11 CHAPTERS 19.16 AND 19.86 ET SEQ. DCS FINANCIAL, INC., 12 Defendant. 13 14 COMES NOW Plaintiff Nicola Mease, by and through counsel, who alleges: 15 I. **PARTIES AND JURISDICTION** 16 1. Plaintiff Nicola Mease is an individual who resides in Washington State. 17 2. DCS Financial, Inc. ("DCS"), a Washington Corporation, WA UBI No. 18 602197203, is a debt collector and collection agency doing business in Washington, and who 19 attempted to collect an alleged debt from the Plaintiff. DCS' registered agent is Robin Adams, 20 located at 717 E. 22nd St. Suite A, Vancouver, WA 98666. 21 3. DCS is a licensed Collection Agency in Washington State. 22 4. Jurisdiction over Defendant is proper as Defendant is doing business in 23 Washington State. ANDERSON | SANTIAGO Complaint - 1

### II. <u>FACTS</u>

Background	
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- 5. On July 26, 2013, DCS obtained a default judgment against Nicola Mease (Plaintiff herein), for alleged medical bills that were incurred between 2010 and 2012. A copy of the Default Judgment is attached as **Exhibit A**.
- 6. The judgment was entered in the amount of \$21,949.69 which included interest and costs. Over the next decade, DCS garnished Ms. Mease's wages and bank accounts, and occasionally extracted payments from her.
- 7. DCS would send Ms. Mease regular collection letters, reminding her that a balance was owed. Most recently, DCS sent a collection letter on October 31, 2023. *See* October 31, 2023 collection letter attached as **Exhibit B**.
- 8. According to DCS' letter, Ms. Mease now owed \$31,134.62, which was comprised of \$15,520.63 in "principle" [sic] (\$3,327.56 in "agency interest," and \$12,286.43 in "legal costs." *Id*.
- 9. The letter claimed that the "principle" [sic] was originally \$18,337.63 and reduced by \$2,817.00 through payments. Similarly, DCS claimed that the "legal costs" were originally \$14,864.04 and reduced by \$2,577.61 through payments.
- 10. Bizarrely, the letter claimed that the legal costs were assessed on May 8, 2013, through Clark County Superior Court Case No. 23-2-01134-06. However, no such legal costs were ever assessed in 2013, or at any other point in time.
- 11. Moreover, the Clark County Superior Court case was not in existence until May 2023, when DCS transcribed the judgment to superior court from Clark County District Court.

A copy of the transcript of judgment is attached as **Exhibit C**. No such legal costs were assessed.

#### DCS' Judgment Expired on July 25, 2023

- 12. A judgment may be enforced for ten years after entry unless it is extended. RCW 6.17.020.
- 13. DCS never extended its judgment, and since it was originally entered on July 26, 2013, the judgment was no longer enforceable after July 25, 2023.
- 14. Despite the expiration of the judgment, DCS sent a letter on October 31, 2023 demanding payment and referencing the Clark County Superior Court case as a basis for the debt.
- 15. On information and belief, DCS had previously and periodically sent similar letters to Ms. Mease, including at times after the judgment had expired.
- 16. Since the expiration of the judgment, Ms. Mease contacted DCS by telephone. When speaking with representatives of DCS, Ms. Mease, who is untrained in the law, was never disabused of the notion that DCS had a valid and enforceable judgment against her.
- 17. On information and belief, when speaking with DCS, Ms. Mease was told that the judgment had been extended.
- 18. Ms. Mease made payments on the judgment upon reliance on DCS' assertions that it still had a valid and enforceable judgment.
- 19. As a result of the Defendant's actions detailed above, Plaintiff has incurred expenses in seeking and retaining counsel in connection with ascertaining her legal rights and responsibilities, has made payments on an unenforceable judgment (induced by Defendants' actions and statements), and has been repeatedly harassed by DCS on a debt that she is under no

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Complaint - 4

obligation to pay. She has suffered financial uncertainty, unease, and distress caused by DCS' attempts to collect money.

#### III. CAUSES OF ACTION

#### GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

- 20. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15.S.C. § 1692a(6).
- 21. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW 19.16.100(8) and Defendant is a collection agency as defined by RCW 19.16.100(4).
- 22. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

#### GENERAL ALLEGATIONS APPLICABLE TO CPA CLAIMS

- 23. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86. See RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of \$25,000) and attorney's fees.
- 24. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.
- 25. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*, 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" may suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

<sup>&</sup>lt;sup>1</sup> See Panag v. Farmers Ins. Co. of Wash., 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").

1 Count 1 2 26. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e. Additionally, it is a 3 4 violation to falsely represent the character, amount, or legal status of any debt. § 1692e(2). 5 27. In addition, a debt collector violates 15 U.S.C. § 1692e(10) if it "use[s] ... any 6 false representation or deceptive means to collect or attempt to collect any debt." Riggs v. 7 Prober & Raphael, 681 F.3d 1097, 1104 (9th Cir. 2012). 28. 8 Here, DCS made numerous misrepresentations, including: 9 Stating, via multiple collection letters, that Ms. Mease owed over \$14,000.00 in 10 legal costs that were never awarded or owed. 11 b. Applied payments to "legal costs" that were not owed, rather than applying them to amounts that were actually owed. 12 c. Represented that money was owed based on a judgment that was no longer valid 13 14 or enforceable. 15 d. Took payments using an unenforceable judgment as leverage, never clarifying that the judgment had expired. 16 17 Represented that the judgment had been extended when in fact it had not been. 29. Defendant therefore violated 15 U.S.C. § 1692e and/or § 1692e(2), e(5), and/or 18 19 e(10) with each collection attempt. 20 Count 2 30. A debt collector may not use unfair or unconscionable means to collect or attempt 21 22 to collect any debt. 15 U.S.C. § 1692f. The collection of any amount (including any interest, 23 fee, charge, or expense incidental to the principal obligation) unless such amount is expressly

1	authorized by	the agreement creating the debt or permitted by law is unfair and/or
2	unconscionabl	le. 15 U.S.C. § 1692f(1).
3	31.	Plaintiff realleges the factual allegations of Count 1, supra.
4	32.	Therefore, Defendant violated 15 U.S.C. § 1692f on numerous occasions.
5		Count 3
6	33.	RCW 19.16.250(21) prohibits attempts to collect amounts in excess of the
7	principal other	than allowable interest, collection costs or handling fees expressly authorized by
8	statute.	
9	34.	Here, DCS represented that Ms. Mease owed over \$14,000.00 in legal costs, when
10	no such costs	were ever awarded.
1	35.	Defendant therefore violated RCW 19.16.250(21) on numerous occasions.
12		Count 4 – CPA Violations
13	36.	The Washington Supreme Court has held that a violation of debt collection status,
14	including the	FDCPA, serves as a predicate for a per se Consumer Protection Act Violation as a
15	matter of law.	Panag v. Farmers Ins. Co. of Wash., 166 Wn.2d 27, 53 (2009); Hoffman v.
16	Transworld Sy	vs., Inc., 806 F.App'x 549 (9th Cir. 2020).
17	37.	The FDCPA violations identified <i>supra</i> also constitute per se violations of the
18	Washington C	PA.
19	38.	Plaintiff's injuries are stated in paragraph 19, supra.
20	39.	Thus, Defendant violated the CPA.
21		Request for Injunctive Relief
22	40.	A plaintiff may seek injunctive relief for violations of the Consumer Protection
23	Act. RCW 19	.86.090.

- Plaintiff seeks injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from Plaintiff and any other person similarly situated. Scott v. Cingular Wireless, 160 Wn. 2d 843, 853 (2007).
- A plaintiff may seek injunctive relief for violations of the Consumer Protection
- Plaintiff does seek injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from Plaintiff and any other person similarly situated. Scott v. Cingular Wireless, 160 Wn. 2d 843, 853 (2007).
- Plaintiff seeks an injunction prohibiting Defendant from its unlawful collection tactics, including demanding amounts not owed, assessing collection costs that were not awarded or owed, failing to properly calculate amounts owed, and leveraging an expired judgment to
- Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.
- Injunctive relief is necessary to prevent further injury to Plaintiff and to the

#### PRAYER FOR RELIEF

- For Judgment against Defendant for actual damages.
- For statutory damages of \$1,000.00 for FDCPA violations.
- For actual damages for FDCPA violations.

- 4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.
- 5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).
  - 6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 4th day of April, 2024.

#### ANDERSON SANTIAGO, PLLC

Attorneys for Plaintiff 207B Sunset Blvd. N. Renton, WA 98057 (206) 395-2665 (206) 395-2719 (fax)

## EXHIBIT A

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                     IN THE DISTRICT COURT OF CLARK COUNTY
7
                          IN THE STATE OF WASHINGTON
8
    DCS FINANCIAL, INC., DBA
9
                                          Case #13C3074-2
     DIVERSIFIED CREDITORS SERVICE)
                        Plaintiff/s
10
                 v.s.
11
                                           ORDER OF DEFAULT
    MEASE, NICOLA
     MEASE, JOHN DOE
                                           AND JUDGMENT
12
     WIFE AND HUSBAND
                        Defendant/s
13
14
                                JUDGMENT SUMMARY
          The following is recited to be in compliance with RCW
15
          4.64.030:
             Judgment Creditor: DCS FINANCIAL, INC., DBA
16
                                      DIVERSIFIED CREDITORS SERVICE
17
          2.
              Judgment Debtor: MEASE, NICOLA
                                    MEASE, JOHN DOE
18
                                    WIFE AND HUSBAND
              Principal Judgment Amount: $18337.63
          3.
              Interest to Date of Judgment: $3327.56
19
          4.
              Attorney Fees: $ 200.00
          5.
                       a. Filing Fees: $103.00
b. Service Fees: $31.50
              Costs:
20
              Handling and Collection Costs & Damages:
                                                                   0.00
          7.
21
              Less Payments of: $ 50.00
          8.
              Principal judgment shall bear interest at the rate of 12% per annum.
          9.
22
              Attorney for Judgment Creditor:
         10.
                                     Randal Fritzler
23
                                     HOUSE COUNSEL FOR PLAINTIFF
                                     717 E 22nd St., Suite A
24
                                     Vancouver, WA 98663
25
26
                                                              DCS Financial, Inc.
                                                            717 E 22nd St Suite A
27
                                                                  PO Box 1179
                               #13C3074-2 Pg 1
     L794784 P1027034
                                                            Vancouver, WA 98666
     JUDGMENT SUMMARY
                                                                 (360) 992-4100
```

11. Attorney for Judgment Debtor: 2 ORDER 3 THIS MATTER coming on for Order of Default and Judgment on the application of Plaintiff, proof having been made that the Summons was issued requiring the Defendants to appear 4 and defend this action prior to this date and that said Summons, together with a true copy of the Complaint, was 5 duly and timely served upon the Defendant within the time and in the manner and form as required, said Defendants being in default herein, and it appearing that the above entitled county is the proper venue for this action and that the Court has jurisdiction of the parties; and said action being an action for money only, the Court hereby enters its 6 7 8 order as follows: THAT JUDGMENT is entered against the Defendants, as 9 follows: Principal Amounts: \$18337.63 Interest to date of Judgment: \$3327.56 1. 10 3. Attorney Fees: \$ 200.00 Costs: Filing Fees: \$103.00 11 Service Fees: \$31.50 5. Handling and Collection Costs & Damages: \$ 0.00 12 6. Less Payments of: \$ 50.00 13 For a total accumulation of \$21949.69 THAT JUDGMENT SHALL FURTHER bear interest at the rate 14 of twelve percent (12%) per annum for the date hereof, until paid and satisfied by the Defendants. 15 Dated this day of \_\_\_\_\_\_, 20\_\_\_\_. 16 17 18 Digitally signed by user 'zimmermd' 19 Reason: - Date: 07/26/2013 20 -02:00:13 PM 21 22 23 WSBA 6093 HOUSE COUNSEL FOR PLAINTIFF 24 25 26 DCS Financial, Inc. 717 E 22nd St Suite A 27 PO Box 1179 L794784 P1027034 #13C3074-2 Pg JUDGMENT SUMMARY Vancouver, WA 98666

(360) 992-4100

### **EXHIBIT B**

DCS FINANCIAL, INC.		Charges	Payments	Balance
717 EAST 22ND STREET	Principle	18337.63	2817.00	15520.63
VANCOUVER, WA 98663	Agency Interest	3327.56	0.00	3327.56
360 992-4100 / 800 945-3327	Legal Costs	14864.04	2577.61	12286.43
	200	\$36529.23	\$5394.61	\$31134.62
ACCOUNT LIST				1
	4 4	AMOUNT	YOU OWE	1

10-31-2023 09:58AM 2 JBH JBH

P1027034 D64 LJD

NICOLA MEASE 16416 NE 82ND ST VANCOUVER WA 98682

The accounts listed below are on file with DCS Financial, Inc.

This communication is from a professional debt collector.

Open Ac	counts								
Acat No	Date	Description	/ 1	Reference	e#		ol.		Current APR
	Principle	Client Interest	(	Other	Agency Interest		Costs P	ayments	Balance
1347502	11-24-2012	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1232902492		12.00% LJD
	200.00	0.00		0.00	2.90		0.00	0.00	\$202.90
1328933	07-02-2012	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1218405593	3	12.00% LJD
	558.00	0.00		0.00	39.79		0.00	0.00	\$597.79
1303969	11-29-2011	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1133300101		12.00% LJD
	1864.90	0.00		0.00	275.91		0.00	0.00	\$2140.81
1303963	11-09-2011	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1131302232	2	12.00% LJD
	1597.00	0.00		0.00	236.37		0.00	0.00	\$1833.37
1286782	05-17-2011	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1113606832	2	12.00% LJD
	7204.35	0.00		0.00	1413.98		0.00	0.00	\$8618.33
1286780	05-14-2011	PEACEHEALTH	SW	MEDICA,	VANCOUVER	WA	#1113400178	3	12.00% LJD
	6839.20	0.00		0.00	1342.34		0.00	2742.82	\$5438.72
1276965	11-02-2010	SWMC OUTPAT	IEN	T LABO,	BURLINGTON	NC	#W700143118	3	12.00% LJD
	74.18	0.00		0.00	16.27		0.00	74.18	\$16.27
L794784	05-08-2013	LEGAL: SC C	LAR	K WA #23	3-2-01134-0	6			12.00% LJD
						1	4864.04	2577.61	\$12286.43

# EXHIBIT C



FILED

MAY 1 0 2023

Scott G. Weber, Clerk, Clark Co.

### DISTRICT COURT OF CLARK COUNTY IN AND FOR THE STATE OF WASHINGTON

DCS FINANCIAL DBA DIVERSIFIED CREDITORS SVC	Case N	lo. <u>13</u>	C30'	74-	2_		_		
Plaintiff, ) vs.	TRANS	SCRIPT OF JUDGMENT							
NICOLA MEASE	23	2	0	1	1	3 4	0 6		
Defendant,	ž.								

I hereby certify that, attached hereto, is a true and correct Transcript of Judgment for the above entitled action.

Dated: 05/10/2023

Distri

DD7010SX ADB 05/10/2023 8:11 AM

CLARK COUNTY DISTRICT COURT

DOCKET

CASE: 13C3074-2

Civil

PLAINTIFF/PETITIONER

PLA 01 DCS FINANCIAL INCORPORATED

DEFENDANT/RESPONDENT DEF 01 MEASE, NICOLA

P.O. BOX 1179

VANCOUVER

WA 98666

ATY 02 FRITZLER, JON

DEF 02 MEASE, JOHN DOE

717 E 22ND ST STE A

VANCOUVER WA 98663-3273

Work Phone: 3608184431

TITLE

DCS FINANCIAL DBA DIVERSIFIED CREDITORS SVC VS MEASE

Filed: 05/09/2013 Cause: Goods and Services DV: Amount:

18,337.63

TEXT

U 05/09/2013 SCANNED: SUMMONS AND COMPLAINT RXT

43.00 ECH S 05/10/2013 13130100773 CIV FILING FEE Received

Paid by: DCS FINANCIAL INC

13130100773 DISPUTE RES CV Received 10.00

Paid by: DCS FINANCIAL INC

13130100773 JUDSTABLSUR-CLJ Received 30.00

Paid by: DCS FINANCIAL INC

BXT 05/20/2013 Case Filed on 05/09/2013

PLA 1 DCS FINANCIAL INCORPORATED Added as Participant

DEF 1 MEASE, NICOLA Added as Participant

DEF 2 MEASE, JOHN DOE Added as Participant

ATY 1 FRITZLER, RANDAL BRANDT Added as Participant

DBA 1 DIVERSIFIED CREDITORS SERVICE Added as Participant

DBA 1 DIVERSIFIED CREDITORS SERVICE Represented by:

ATY 1 FRITZLER, RANDAL BRANDT

PLA 1 DCS FINANCIAL INCORPORATED Represented by:

ATY 1 FRITZLER, RANDAL BRANDT

DBA 1 DIVERSIFIED CREDITORS SERVICE Linked to

PLA 1 DCS FINANCIAL INCORPORATED

U 06/24/2013 SCANNED: PROOF OF SERVICE

S 07/26/2013 13207100757 CV OTH COST FEE Received Paid by: DCS FINANCIAL INC.

KLB IJ SCANNED: MOT/AFF FOR DEFAULT

S Judgment 1 Default Judgment entered by Judge DJZ

18,287.63 Principal Interest 3,327.56 Reas aty fee: 200.00 Filing Fee : 103.00

20.00 SES

31.50 Service

Total Judgment Amount 21,949.69 21,949.69

Balance Due

for DBA 1 DIVERSIFIED CREDITORS SERVICE PLA 1 DCS FINANCIAL INCORPORATED

agnst DEF 1 MEASE, NICOLA agnst DEF 2 MEASE, JOHN DOE

Docket continued on next page

DD7010SX ADB CLARK COUNTY DISTRICT COURT 05/10/2023 8:11 AM D O C K E T

CASE: 13C3074-2 Civil

PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT PLA 01 DCS FINANCIAL INCORPORATED DEF 01 MEASE, NICOLA

TEXT - Continued

U 07/26/2013 SCANNED: DJ - DEFAULT JUDGMENT KLB 08/30/2013 SCANNED: APPLICATION FOR WRIT OF GARNISHMENT SMB

SCANNED: WRIT OF GARNISHMENT

S 09/03/2013 13246100111 WRIT/GARN FEES Received 12.00 ECH

Paid by: DCS FINANCIAL, INC

GDF 1 CDM SERVICES Added as Participant SMB

GDF 1 CDM SERVICES Linked to

DEF 1 MEASE, NICOLA

U 10/02/2013 SCANNED: FIRST ANSWER TO WRIT OF GARN

10/04/2013 SCANNED: PROOF OF SERVICE-GARNISHMENT

S 12/11/2013 13345100352 CV OTH COST FEE Received 20.00 SES

Paid by: DCS FINANCIAL INC.

U 08/01/2014 SCANNED: SECOND ANSWER TO WRIT OF GARN MLJ

08/05/2014 SCANNED: OTP - JUDGMENT & ORDER TO PAY

EDS 12.00 SES S 08/27/2014 14239101675 WRIT/GARN FEES Received

Paid by: DCS FINANCIAL INC.

08/28/2014 GDF 2 BANK OF AMERICA Added as Participant KLB

SCANNED: APPLICATION FOR WRIT OF GARNISHMENT SCANNED: WRIT OF GARNISHMENT

09/22/2014 SCANNED: ANSWER TO WRIT OF GARN

SCANNED: PG - PROOF OF SERVICE-GARNISHMENT S 10/15/2014 14288102406 CV OTH COST FEE Received 20.00 SES

Paid by: DCS FINANCIAL INC.

U 10/17/2014 SCANNED: ANSWER TO WRIT OF GARN MLJ

SCANNED: AM- AFF/DECL/CERT OF MAILING

10/21/2014 SCANNED: OTP - JUDGMENT & ORDER TO PAY EDS

08/04/2015 SCANNED: NTW - NOTC OF WITHDRWL/SUBSTITUTION OF ATTY KLB

S 08/06/2015 ATY 2 FRITZLER, JON Added as Participant

ATY 1 FRITZLER, RANDAL BRANDT Wthdrw as Atty for:

DBA 1 DIVERSIFIED CREDITORS SERVICE

DBA 1 DIVERSIFIED CREDITORS SERVICE Represented by:

ATY 2 FRITZLER, JON

ATY 1 FRITZLER, RANDAL BRANDT Wthdrw as Atty for:

PLA 1 DCS FINANCIAL INCORPORATED

PLA 1 DCS FINANCIAL INCORPORATED Represented by:

ATY 2 FRITZLER, JON

02/09/2022 22040100260 WRIT/GARN FEES Received 12.00 AHE

Paid by: ADAMS, ROBIN

U 02/14/2022 SCANNED: APPLICATION FOR WRIT OF GARNISHMENT BRE

SCANNED: WRIT OF GARNISHMENT

S 02/17/2022 GDF 3 COLUMBIA BRANDS USA, LLC Added as Participant LZC U 03/07/2022 SCANNED: ANSWER TO WRIT OF GARN

SCANNED: AM- AFF/DECL/CERT OF MAILING-GARN 03/14/2022 SCANNED: FIRST ANSWER TO WRIT OF GARN

03/21/2022 SCANNED: ANSWER TO WRIT OF GARN-EXMPTN CALCULATION LZC

BRE

04/04/2022 SCANNED: ANSWER TO WRIT OF GARN-EXEMPTION CALC

04/18/2022 SCANNED: ANSWER TO WRIT OF GARN-WAGE EXEMPTION CALC

05/23/2022 SCANNED: SECOND ANSWER TO WRIT OF GARN

Docket continued on next page

DD7010SX ADB

CLARK COUNTY DISTRICT COURT

DOCKET

05/10/2023 8:11 AM

CASE: 13C3074-2

Civil

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

PLA 01 DCS FINANCIAL INCORPORATED

DEF 01 MEASE, NICOLA

TEXT - Continued

S 06/08/2022 22159100329 CV OTH COST FEE Received

20.00 SES

Paid by: ADAMS, ROBIN

SCANNED: SECOND ANSWER TO WRIT OF GARN

BRE

S 06/13/2022 MTN OTP Set for 06/13/2022 08:00 AM

in Room X with Judge EXP

06/14/2022 MTN OTP Rescheduled to 06/14/2022 08:00 AM

in Room X with Judge EXP

MTN OTP: Held

LZC

SCANNED: OTP - JUDGMENT & ORDER TO PAY

05/08/2023 REQUEST FOR TRANSCRIPT OF JUDGMENT

ADB

S 05/09/2023 23129100207 PREP TRANSCRIPT Received

20.00 KAK

Paid by: ADAMS, ROBIN

ACCOUNTING SUMMARY

Total Due

Paid

Balance

Judgment 01

21,949.69

21,949.69

ADDITIONAL CASE DATA Case Disposition Disposition: OPEN

Judgments

01 Default Judgment 07/26/2013

by DJZ

Parties

Attorney

FRITZLER, RANDAL BRANDT

Doing Business As DIVERSIFIED CREDITORS SERVICE

Garnishee Defendant CDM SERVICES

BANK OF AMERICA

COLUMBIA BRANDS USA, LLC

Hearing Summary

MTN JDG/ORDR TO PAY ON 06/14/2022 AT 08:00 AM IN ROOM X WITH EXP

End of docket report for this case

FILED
Clark County District Court
Jul 26, 2013

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2
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6
                     IN THE DISTRICT COURT OF CLARK COUNTY
7
                           IN THE STATE OF WASHINGTON
8
    DCS FINANCIAL, INC., DBA
9
     DIVERSIFIED CREDITORS SERVICE)
                                            Case #13C3074-2
10
                         Plaintiff/s
                  v.s.
11
    MEASE, NICOLA
                                            ORDER OF DEFAULT
     MEASE, JOHN DOE
                                            AND JUDGMENT
12
     WIFE AND HUSBAND
                         Defendant/s
13
14
                                 JUDGMENT SUMMARY
          The following is recited to be in compliance with RCW
15
          4.64.030:
          1. Judgment Creditor: DCS FINANCIAL, INC., DBA
16
                                       DIVERSIFIED CREDITORS SERVICE
17
               Judgment Debtor:
                                   MEASE, NICOLA
                                    MEASE, JOHN DOE
18
                                    WIFE AND HUSBAND
               Principal Judgment Amount: $18337.63
          3.
               Interest to Date of Judgment: $3327.56
Attorney Fees: $ 200.00
19
          4.
          5.
               Costs: a. Filing Fees: $103.00 b. Service Fees: $31.50
          6.
20
               Handling and Collection Costs & Damages:
21
               Less Payments of: $ 50.00
               Principal judgment shall bear interest at the rate
          9.
22
               of 12% per annum.
         10.
               Attorney for
               Judgment Creditor:
                                      Randal Fritzler
23
                                      HOUSE COUNSEL FOR PLAINTIFF
                                      717 E 22nd St., Suite A Vancouver, WA 98663
24
25
26
                                                               DCS Financial, Inc.
                                                             717 E 22nd St Suite A
27
                                                                   PO Box 1179
                             #13C3074-2 Pg 1
     L794784 P1027034
                                                             Vancouver, WA 98666
     JUDGMENT SUMMARY
                                                                  (360) 992-4100
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11. Attorney for Judgment Debtor: 2 ORDER 3 THIS MATTER coming on for Order of Default and Judgment on the application of Plaintiff, proof having been made that the Summons was issued requiring the Defendants to appear 4 and defend this action prior to this date and that said Summons, together with a true copy of the Complaint, was duly and timely served upon the Defendant within the time 5 and in the manner and form as required, said Defendants 6 being in default herein, and it appearing that the above entitled county is the proper venue for this action and that 7 the Court has jurisdiction of the parties; and said action being an action for money only, the Court hereby enters its 8 order as follows: THAT JUDGMENT is entered against the Defendants, as 9 follows: Principal Amounts: \$18337.63 Interest to date of Judgment: \$3327.56 10 Attorney Fees: \$ 200.00 Costs: Filing Fees: \$103.00 11 Service Fees: \$31.50 5. Handling and Collection Costs & Damages: \$ 0.00 12 50.00 Less Payments of: \$ For a total accumulation of \$21949.69 13 THAT JUDGMENT SHALL FURTHER bear interest at the rate of twelve percent (12%) per annum for the date hereof, until 14 paid and satisfied by the Defendants. 15 Dated this \_\_\_\_\_\_, 20\_\_\_\_\_, 16 17 18 Digitally signed by user 'zimmermd' 19 Reason: - Date: 07/26/2013 20 -02:00:13 PM 21 22 23 WSBA 6093 HOUSE COUNSEL FOR PLAINTIFF 24 25 26 DCS Financial, Inc. 717 E 22nd St Suite A 27 PO Box 1179 #13C3074-2 Pg L794784 P1027034 Vancouver, WA 98666 JUDGMENT SUMMARY (360) 992-4100